



RECORDED DOCUMENT GUARANTEE

File No.: **40160450-800-T35**

ALTA Recorded Document Guarantee No.: **40160450-1-E**

Liability: \$2,500.00
(Not to exceed \$10,000.00)

Fee: \$250.00

TITLE RESOURCES GUARANTY COMPANY, a Texas corporation, herein called the Company, SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF THE APPLICATION FOR THIS GUARANTEE EXECUTED ON THE NOVEMBER 18, 2012, WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO AND MADE A PART HEREOF

GUARANTEES

Gary A. Willett and Carolyn J. Willett, husband and wife herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at 8111 LBJ Freeway, Ste. 1200, Dallas, TX 75251, or trgcclaims@trgc.com.

THIS GUARANTEE IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE, OR COPY THEREOF, AND SCHEDULE A ARE ATTACHED HERETO.

Dated: **November 12, 2015 at 8:00 AM**


Authorized Signature



Title Resources Guaranty Company

By: Paul M. Nader
Executive Vice President
Michael P. Hagdon
Secretary

SCHEDULE A

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The assurances referred to on the face page are, that, based on a search of the records indicated in the Application referred to on the face page hereof, the following identified and attached documents constitute all of the Designated Documents requested in the Application.

Designated Documents:

1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE: DITCH
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDING NO. [736576](#)

2. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: APRIL 26, 1962
RECORDING NO.: [5418141](#)
REGARDING: WATER PIPE LINE

3. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY THE RECORDED PLAT OF VISTA RANCHETTES, RECORDED UNDER RECORDING NO. [6364267](#).

THIS POLICY DOES NOT INSURE THAT THE LAND DESCRIBED IN SCHEDULE A IS BENEFITED BY EASEMENTS, COVENANTS OR OTHER APPURTENANCES SHOWN ON THE PLAT OR SURVEY TO BENEFIT OR BURDEN REAL PROPERTY OUTSIDE THE BOUNDARIES OF SAID LAND.

4. REAL ESTATE CONTRACT:

GRANTOR: JOSEPH BAKUN AND IRENE K. BAKUN, HIS WIFE AND NORMAN C. AARON AND NORMA A. AARON, HIS WIFE
GRANTEE: CARL A. HOYER AND CORA A. HOYER, HIS WIFE
RECORDED: MAY 14, 1969
RECORDING NO.: [6510264](#)

5. STATUTORY WARRANTY DEED:

GRANTOR: OTIS E. THAYER, AS HIS SEPARATE ESTATE
GRANTEE: JOSEPH BAKUN AND IRENE BAKUN, HIS WIFE AND NORMAN C. AARON AND NORMA AARON, HIS WIFE
RECORDED: DECEMBER 15, 1970
RECORDING NO.: [6723947](#)

6. STATUTORY WARRANTY DEED:

GRANTOR: JOSEPH BAKUN AND IRENE K. BAKUN, HIS WIFE AND NORMAN C. AARON AND NORMA A. AARON, HIS WIFE
GRANTEE: CARL A. HOYER AND CORA A. HOYER, HIS WIFE
RECORDED: FEBRUARY 01, 1971
RECORDING NO.: [7102010253](#)

7. NOTICE OF TAP OR CONNECTION CHARGES WHICH HAVE BEEN OR WILL BE DUE IN CONNECTION WITH DEVELOPMENT OR RE-DEVELOPMENT OF THE LAND AS DISCLOSED BY RECORDED INSTRUMENT. INQUIRIES REGARDING THE SPECIFIC AMOUNT OF THE CHARGES SHOULD BE MADE TO THE CITY/COUNTY/AGENCY.
CITY/COUNTY/AGENCY: CITY OF DUVALL
RECORDED: AUGUST 10, 1978
RECORDING NO.: [7808100805](#)

8. QUIT CLAIM DEED:

GRANTOR: WILLIAM W. SHEPARD AND EDNA M. SHEPARD, HUSBAND AND WIFE, AS ONE OF THE PARTNERS IN RIO VISTA RANCHETTES
GRANTEE: HAZEL M. TWETEN
RECORDED: APRIL 23, 1980
RECORDING NO.: [8004230268](#)

9. STATUTORY WARRANTY DEED:

GRANTOR: THE HEIRS AND DEVISEES OF CORA A. HOYER, DECEASED
GRANTEE: GARY A. WILLETT AND CAROLYN J. WILLETT, HUSBAND AND WIFE
RECORDED: OCTOBER 30, 1995
RECORDING NO.: [199510301138](#)

10. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: GARY A. WILLETT AND CAROLYN J. WILLETT, HUSBAND AND WIFE
TRUSTEE: COMMONWEALTH LAND TITLE INSURANCE COMPANY
BENEFICIARY: EVERGREEN MONEYSOURCE MORTGAGE COMPANY
LOAN NO.: 12228109-6
ORIGINAL AMOUNT: \$167,076.00
DATED: OCTOBER 26, 1995
RECORDED: OCTOBER 30, 1995
RECORDING NO.: [199510301139](#)

ASSIGNMENT OF THE DEED OF TRUST:

ASSIGNEE: THE MORTGAGE AUTHORITY INC.
RECORDED: NOVEMBER 20, 1995
RECORDING NO.: [199511200510](#)

ASSIGNMENT OF THE DEED OF TRUST:

ASSIGNEE: SOURCE ONE MORTGAGE SERVICES CORPORATION
RECORDED: AUGUST 19, 1996
RECORDING NO.: [199608191755](#)

ASSIGNMENT OF THE DEED OF TRUST:

ASSIGNEE: CHEMICAL MORTGAGE COMPANY, AN OHIO CORPORATION
RECORDED: NOVEMBER 25, 1997
RECORDING NO.: [199711251246](#)

ASSIGNMENT OF THE DEED OF TRUST:

ASSIGNEE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. A DELAWARE CORPORATION
RECORDED: OCTOBER 05, 2000
RECORDING NO.: [20001005000006](#)

PROFESSION FORECLOSURE CORPORATION OF WASHINGTON WAS APPOINTED SUCCESSOR TRUSTEE UNDER THE DEED OF TRUST.

RECORDED: DECEMBER 28, 2000
RECORDING NO.: [20001228001656](#)

NOTICE OF TRUSTEE'S SALE AND THE TERMS AND CONDITIONS THEREOF:

TRUSTEE: PROFESSION FORECLOSURE CORPORATION OF WASHINGTON
SALE DATE: APRIL 06, 2001
RECORDED: DECEMBER 28, 2000
RECORDING NO.: [20001228001657](#)

NOTICE OF TRUSTEE'S SALE MODIFIED BY INSTRUMENT.

RECORDED: JANUARY 18, 2002
RECORDING NO.: [20020118001873](#)
PROVIDING FOR: SALE DATE CHANGED TO MARCH 08, 2002

NOTICE OF DISCONTINUANCE OF TRUSTEE'S SALE.

RECORDED: MARCH 05, 2002
RECORDING NO.: [20020305002215](#)

QUALITY LOAN SERVICE CORPORATION OF WASHINGTON WAS APPOINTED SUCCESSOR TRUSTEE UNDER THE DEED OF TRUST.

RECORDED: DECEMBER 12, 2005
RECORDING NO.: [20051212002029](#)

NOTICE OF TRUSTEE'S SALE AND THE TERMS AND CONDITIONS THEREOF:

TRUSTEE: QUALITY LOAN SERVICE CORPORATION OF WASHINGTON
SALE DATE: MARCH 17, 2006
RECORDED: DECEMBER 12, 2005
RECORDING NO.: [20051212002030](#)

NOTICE OF DISCONTINUANCE OF TRUSTEE'S SALE.

RECORDED: MAY 10, 2006
RECORDING NO.: [20060510001442](#)

11. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: GARY A. WILLETT AND CAROLYN J. WILLETT
TRUSTEE: CHICAGO TITLE INSURANCE COMPANY
BENEFICIARY: LENNON INVESTMENTS, INC.
ORIGINAL AMOUNT: \$ NOT DISCLOSED
DATED: MAY 4, 2006
RECORDED: MAY 9, 2006
RECORDING NO.: [20060509001268](#)

12. FINANCING STATEMENT AND THE TERMS AND CONDITIONS THEREOF:

SECURED PARTY: WEST COAST LAND DEVELOPMENT
DEBTOR: RIO VISTA LLC
COVERS: DISTRIBUTION OR PAYMENTS OF ANY KIND RESULTING FROM THE REAL PROPERTY.
RECORDED: MAY 03, 2012
RECORDING NO.: [20120503001324](#)

NOTE 1: IN THE PAST 36 MONTHS, THERE HAVE BEEN NO CONVEYANCES OF RECORD FOR THE PROPERTY DESCRIBED IN SCHEDULE A HEREIN. TITLE WAS ACQUIRED BY DEED RECORDED ON OCTOBER 30, 1995, UNDER RECORDING NO. [199510301138](#).

NOTE 2: BASED ON INFORMATION PROVIDED TO THE COMPANY, ON THE DATE OF THIS COMMITMENT IT APPEARS THAT THERE IS LOCATED ON THE LAND:

KNOWN AS:

27065 NE 143RD PL
DUVALL, WA 98019

NOTE 3: THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT.
LOT 15, RIO VISTA RANCHETTES

IM1

Enclosures:

Sketch / [Map](#)

Vesting Deed

Paragraphs All recorded encumbrances

EXHIBIT "A"

LOT 15, RIO VISTA RANCHETTES, AS PER PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87,
RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE CITY OF DUVALL, COUNTY OF KING, STATE OF WASHINGTON

APPLICATION FOR THE ISSUANCE OF A RECORDED DOCUMENT GUARANTEE

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property. As only a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Recorded Document Guarantee, which Guarantee will set forth and attach copies of the Designated Documents. The Guarantee is being provided to Applicant solely for the purpose of facilitating any innocent landowner or purchaser defenses which may be available under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. It is provided for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Recorded Document Guarantee shall mean:
 - a. **Applicant** – The party or parties which have executed this Application and which are shown as the Assured in the Guarantee.
 - b. **CERCLA** – Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.
 - c. **Company** – Title Resources Guaranty Company
 - d. **Designated Documents** – Those documents specifically designated by Applicant in paragraphs 3a or 3b, and in Paragraph 4 and which describe the Subject Property or any portion thereof and which are not Excluded Documents.
 - e. **Excluded Documents** – Any of the following:
 - (i) documents indexed in the Company's title plant records by name only,
 - (ii) documents pertaining to an estate or interest in minerals, gas and oil, or other hydrocarbon substances,
 - (iii) documents pertaining to water rights, claims or title to water, or
 - (iv) documents recorded or indexed outside the chain of title, whether or not the documents impart constructive notice to purchasers of the Subject Property for value and without knowledge.
 - f. **Guarantee** – Recorded Document Guarantee.
 - g. **Land Records** – Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers of the Subject Property for value and without knowledge.
 - h. **Subject Property** – The real property described in the Application, but not including any severed mineral estate.
2. The Subject Property is described as follows: LOT 15, RIO VISTA RANCHETTES
3. Applicant hereby requests the Company to issue the Guarantee identifying only the following Designated Documents which are:
 - ☒ a. currently posted in the Company's title plant and which were recorded in the Land Records from March 17, 1917 through November 12, 2015.
(Date) (Date)
 - ☐ b. recorded and indexed in the grantor-grantee indices in the Land Records of King, Washington from _____ through _____.
(Name of County, State) (Date) (Date)
4. Designated Documents as defined in paragraph 1(d) above:
 - ☒ a. Deeds
 - ☒ b. Leases and Subleases
 - ☒ c. Mortgages/Deeds of Trust
 - ☐ d. Environmental Protection Liens recorded pursuant to CERCLA
 - e. (Intentionally omitted)
5. Applicant specifically instructs the Company to disclose in the Guarantee only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Guarantee the Company may find or have knowledge of documents of a type other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.

6. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND SUBMITS:
- a. That the Company's sole obligation under the Guarantee, and this Application, shall be to conduct a search in accordance with the terms and provisions of this Application and to furnish copies of the Designated Documents to Applicant as a part of the Guarantee. The Company shall have no obligation to read, examine, or interpret the Designated Documents.
 - b. That the Company shall not be obligated under this Guarantee to pay any costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.
 - c. That the Guarantee is limited in scope and is not an abstract of title, title opinion, preliminary or title report, or commitment to issue title insurance.
 - d. That the Guarantee is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.
 - e. That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of this Application and the Guarantee.
 - f. That the Guarantee is not valid and the Company shall have no liability thereunder unless this Application is attached thereto.
 - g. That the Guarantee does not assure that Applicant will be entitled to any innocent landowner or purchaser defenses which may be available under CERCLA.

LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE GUARANTEE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED GUARANTEE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS GUARANTEE, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS GUARANTEE ONLY IN THE EVENT THAT ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED ON APPLICANT, OR AGAINST THE SUBJECT PROPERTY, SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO IDENTIFY AND ATTACH THE DESIGNATED DOCUMENTS TO THE GUARANTEE, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED APPLICANT TO FAIL TO COMPLY WITH THE REQUIREMENTS FOR DUE DILIGENCE INQUIRY OF PRIOR OWNERSHIPS AND USES IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF \$_____.
(Not to exceed \$10,000)

ACCORDINGLY, APPLICANT REQUESTS THAT THE GUARANTEE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE GUARANTEE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this Type Date & Press CTRL-0

Applicant's Signature Provision

This application must be signed by the Applicant itself or an attorney at law representing the Applicant.

EXHIBIT "A"

**LOT 15 OF RIO VISTA RANCHETTES, AS PER PLAT RECORDED IN VOLUME 85 OF PLATS,
PAGES 86 AND 87, RECORDS OF KING COUNTY AUDITOR;**

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

THE ADDRESS FOR THE EXHIBIT "A" ABOVE IS AS FOLLOWS:

27065 NE 143rd PI Duvall, WA 98019

THE PROPERTY ADDRESS SHOWN ABOVE IS NOT PART OF THE LEGAL DESCRIPTION
FOR THE TITLE TO THE LAND TO BE INSURED.